

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 19		
1. CONTRACT/PURCH ORDER/AGREEMENT NO. F33657-98-D-2028			2. DELIVERY ORDER/ CALL NO. 0003			3. DATE OF ORDER/CALL (YYYYMMDD) 2001 AUG 14		4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE		5. PRIORITY DO-C9		
6. ISSUED BY ASC/YWP USAF/AFMC HQ AERONAUTICAL SYSTEMS CENTER 2300 D STREET WRIGHT-PATTERSON AFB OH 45433-7249 MADLYN J. MALAHY (937) 255-7414 X3391 Madlyn.Malahy@wpafb.af.mil					CODE FA8621		7. ADMINISTERED BY (If Other than 6) DCMC DAYTON-GYOI BUILDING 30, AREA C 1725 VAN PATTON DRIVE WRIGHT-PATTERSON AFB OH 45433-5302 SCD: C PAS: (NONE)			8. DELIVERY FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)		
9. CONTRACTOR RAYTHEON TECHNICAL SERVICES CO. 2116 ARLINGTON DOWNS RD ARLINGTON TX 76011-8218 (817) 619-8739 TARRANT COUNTY					CODE 1DG67		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11. X IF BUSINESS IS SMALL SMALL DISAD- VANTAGED WOMEN- OWNED	
							12. DISCOUNT ITEMS N		13. MAIL INVOICES TO ADDRESS IN BLOCK SEE BLOCK 15 (PAYMENT OFFICE)			
14. SHIP TO SEE SCHEDULE					CODE		15. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO/JNF NEW DOMINION DIVISION PO BOX 182041 COLUMBUS OH 43218-2041 EFT:T			CODE SC1018		
					MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.							
16. TYPE OF ORDER		DELIVERY/ CALL		<input checked="" type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.						
		PURCHASE				Reference your furnish the following on items specified herein.						
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.												
<div style="display: flex; justify-content: space-between;"> <div>NAME OF CONTRACTOR</div> <div>SIGNATURE</div> <div>TYPED NAME AND TITLE</div> <div>DATE SIGNED (YYYYMMDD)</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div><input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:</div> <div></div> </div>												
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE												
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICES					20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT
<i>*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.</i>						24. UNITED STATES OF AMERICA BARBARA J. FISHER BY: 2001 AUG 13 CONTRACTING/ORDERING OFFICER				25. TOTAL \$12,883,791.00		
26. QUANTITY IN COLUMN 20 HAS BEEN						27. SHIP NO.		28. D.O. VOUCHER NO.		29. DIFFERENCES		
<input type="checkbox"/> INSPECTED		<input type="checkbox"/> RECEIVED		<input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED								
DATE SIGNATURE AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						32. PAYMENT		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						COMPLETE				34. CHECK NUMBER		
DATE SIGNATURE AND TITLE OF CERTIFYING OFFICER						PARTIAL				35. BILL OF LADING		
						FINAL						
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.		42. S/R VOUCHER NO.		

1. In accordance with the provisions of the basic contract F33657-98-D-2028, Special Contract Requirement H024 titled "Ordering Pocedures" and this delivery order, the contractor shall provide the supplies and services in accordance with the Statement of Work set forth in Section J, Attachment 1. The effort shall be performed at a price of \$12,883,791.00 (includes \$12,749,985.00 plus Time-and-Materials).

2. The sections of this order are established as follows:

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B028 CONTRACT TYPE: FIRM FIXED PRICE (FEB 1997)

Total Price: \$12,749,985.00

Applicable to the following Line Items: 1101, 1102, 1201, 1202, 1601, 1602, 2401, 2601, 2701, 2900, and 3101.

B036 CONTRACT TYPE: TIME-AND-MATERIALS (FEB 1997)

Applicable CLINs: 0101

<u>CATEGORIES</u>	<u>HOURLY RATE</u>
<u>Senior Engineer</u>	<u>\$64.33</u>

B049 OPTIONS (APR 2000)

The Government may require performance of the work required by CLIN(s) 3201 and 3202. The Contracting Officer shall provide written notice of intent to exercise this option(s) to the Contractor as indicated below. If the Government exercises this option(s) by the date indicated below, the Contractor shall perform at the price(s) set forth as follows:

<u>CLIN</u>	<u>NOTIFICATION DATE</u>	<u>EXERCISE DATE</u>	<u>PRICE</u>
3201	60 days prior to Joint Ready to Ship (JRTS)	30 days prior to JRTS	\$6,993.00
3202	60 days prior to the end of the option period for CLIN 3201	30 days prior to the end of the option period for CLIN 3201	\$6,993.00

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0101			EST \$133,806.00
	<i>Noun:</i> SOFTWARE SUPPORT <i>ACRN:</i> AA <i>Security:</i> U <i>Contract type:</i> Y - TIME AND MATERIALS <i>Completion Date:</i> ASREQ <i>Descriptive Data:</i> The contractor shall provide Software Support in accordance with the Statement of Work (SOW) and System Specification contained herein, Section J, Attachments 1 and 2 respectively. The contractor shall perform the effort under this CLIN as directed by the PCO.		
1101		1	\$10,861,974.00
		LO	\$10,861,974.00
	<i>Noun:</i> TRAINING DEVICE PRODUCTION <i>ACRN:</i> AA <i>Security:</i> U <i>NSN:</i> N - Not Applicable <i>Contract type:</i> J - FIRM FIXED PRICE <i>Inspection:</i> SOURCE <i>Acceptance:</i> SOURCE <i>FOB:</i> SOURCE <i>Descriptive Data:</i> The contractor shall fabricate and deliver the aircrew training device in accordance with the Statement of Work (SOW) and System Specification, Attachments 1 and 2 respectively, Section J hereof.		
1102		1	\$170,146.00
		LO	\$170,146.00
	<i>Noun:</i> TRAINING DEVICE PRODUCTION (INSTALLATION) <i>ACRN:</i> AA <i>Security:</i> U <i>NSN:</i> N - Not Applicable <i>Contract type:</i> J - FIRM FIXED PRICE <i>Inspection:</i> DESTINATION <i>Acceptance:</i> DESTINATION <i>FOB:</i> DESTINATION <i>Descriptive Data:</i> The contractor shall install, check-out, and demonstrate the aircrew training device in accordance with the Statement of Work (SOW) and System Specification, Attachments 1 and 2 respectively, Section J hereof.		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
1201		1	\$609,036.00
		LO	\$609,036.00
	<i>Noun:</i> BLOCK UPDATE PRODUCTION <i>ACRN:</i> AA <i>Security:</i> U <i>NSN:</i> N - Not Applicable <i>Contract type:</i> J - FIRM FIXED PRICE <i>Inspection:</i> SOURCE <i>Acceptance:</i> SOURCE <i>FOB:</i> SOURCE <i>Descriptive Data:</i> Contractor shall fabricate, modify, and deliver the block update in accordance with the statement of Work (SOW) and System Specification, Attachments 1 and 2 respectively, Section J hereof.		
1202		1	\$10,200.00
		LO	\$10,200.00
	<i>Noun:</i> BLOCK UPDATE PRODUCTION (INSTALLATION) <i>ACRN:</i> AA <i>Security:</i> U <i>NSN:</i> N - Not Applicable <i>Contract type:</i> J - FIRM FIXED PRICE <i>Inspection:</i> DESTINATION <i>Acceptance:</i> DESTINATION <i>FOB:</i> DESTINATION <i>Descriptive Data:</i> The contractor shall install, check-out, and demonstrate the block update in accordance with the Statement of Work (SOW) and System Specification, Attachments 1 and 2 respectively, Section J hereof.		
1601			\$35,074.00
	<i>Noun:</i> CONTRACTOR LOGISTICS SUPPORT (CLS) - ON- SITE <i>ACRN:</i> AB <i>Security:</i> U <i>Contract type:</i> J - FIRM FIXED PRICE <i>Completion Date:</i> ASREQ <i>Descriptive Data:</i> AS REQ means the contractor shall provide Contractor Logistics Support (CLS) on-site for two months after RFT in accordance with the Statement of Work (SOW) and System Specification, Attachments 1 and 2 respectively, Section J hereof.		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
1602			\$139,776.00
	<i>Noun:</i>	CONTRACTOR LOGISTICS SUPPORT (CLS) - ON-CALL	
	<i>ACRN:</i>	AB	
	<i>Security:</i>	U	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Completion Date:</i>	ASREQ	
	<i>Descriptive Data:</i>		
	AS REQ means the contractor shall provide CLS on-call for twenty-two months after on-site CLS in accordance with the Statement of Work (SOW) and System Specification, Attachments 1 and 2 respectively, Section J hereof.		
2401		1	\$325,293.00
		LO	\$325,293.00
	<i>Noun:</i>	ASSOCIATE CONTRACTOR AGREEMENT	
	<i>ACRN:</i>	AA	
	<i>Security:</i>	U	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	SOURCE	
	<i>Acceptance:</i>	SOURCE	
	<i>FOB:</i>	SOURCE	
	<i>Descriptive Data:</i>		
	The contractor shall enter into an Associate Contractor Agreement (ACA) required to support the program effort and in accordance with 5352.217-9010 Associate Contractor Agreement (AFMC) (JUL 1997)		
2601		1	\$523,349.00
		LO	\$523,349.00
	<i>Noun:</i>	INITIAL SPARES (INVESTMENT AND EXPENSE SPARES)	
	<i>ACRN:</i>	AA	
	<i>Security:</i>	U	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	SOURCE	
	<i>Acceptance:</i>	SOURCE	
	<i>FOB:</i>	SOURCE	
	<i>Descriptive Data:</i>		
	The contractor shall provide initial spares in accordance with the Statement of Work (SOW) and System Specification, Attachments 1 and 2 respectively, Section J hereof.		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
2701		1	\$75,137.00
		LO	\$75,137.00
	<i>Noun:</i>	REPLENISHMENT SPARES	
	<i>ACRN:</i>	AA	
	<i>Security:</i>	U	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	SOURCE	
	<i>Acceptance:</i>	SOURCE	
	<i>FOB:</i>	SOURCE	
	<i>Descriptive Data:</i>		
	The contractor shall provide replenishment spares in accordance with the Statement of Work (SOW) and System Specification, Attachments 1 and 2 respectively, Section J hereof.		
2900		1	NSP
		LO	NSP
	<i>Noun:</i>	SUPPORT EQUIPMENT PRODUCTION	
	<i>ACRN:</i>	AA	
	<i>Security:</i>	U	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	SOURCE	
	<i>Acceptance:</i>	SOURCE	
	<i>FOB:</i>	SOURCE	
	<i>Descriptive Data:</i>		
	The contractor shall provide support equipment in accordance with the Statement of Work (SOW) and System Specification, Attachments 1 and 2 respectively, Section J hereof.		
3101		1	NSP
		LO	NSP
	<i>Noun:</i>	HAF F-16 DATA	
	<i>ACRN:</i>	AA	
	<i>Security:</i>	U	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	The contractor shall deliver data in accordance with and as specified in the Contract Data Requirements List (CDRL), Exhibits A, B and C, Section J hereof.		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
3201	OPTION CLIN		
	<i>Noun:</i>	STORAGE	
	<i>Security:</i>	U	
	<i>NSN:</i>	N - Not Applicable	
	<i>Descriptive Data:</i>		
	The contractor shall provide trainer storage for six months in accordance with Clause B049, OPTIONS (MAY 2000), located in Section B hereof..		
3202	OPTION CLIN		
	<i>Noun:</i>	STORAGE	
	<i>Security:</i>	U	
	<i>NSN:</i>	N - Not Applicable	
	<i>Descriptive Data:</i>		
	The contractor shall provide trainer storage for six months in accordance with Clause B049, OPTIONS (MAY 2000), located in Section B hereof.		

SECTION C - DESCRIPTION/SPECS/WORK STATEMENT

C001 WORK DESCRIPTION/SPECIFICATION (MAY 1997)

Statement of Work for the Hellenic Air Force (HAF) F-16 Aircrew Training Device (ATD), Section J, Atch 1 herein.

System Specification, Section J, Atch 2 herein.

SECTION D - PACKAGING AND MARKING

Address of Greece Program Freight Forwarder:

IKAROS TRANSPORT
500 OCEAN AVENUE
EAST ROCKAWAY NY 11518-1235

Telephone: (516) 599-7400 FAX: (516) 599-7418

AFMC 5352.247-9009 MILITARY PACKAGING AND MARKING (AFMC) (SEP 1998)

Items shall be packaged in accordance with MIL-STD-2073-1C, Standard Practice for Military Packaging. Shipping and storage markings shall be in accordance with MIL-STD-129N, Standard Practice for Military Marking.

SECTION E - INSPECTION AND ACCEPTANCE

AFMC 5352.246-9000 MATERIAL INSPECTION AND RECEIVING REPORT (OMB NO. 0704--0248) (AFMC) (JUL 1997)

(a) As specified by DFARS, Appendix F, Table 2, a copy of DD Forms 250 shall be forwarded to the following address:

(1) Forward the purchasing office copy to: (as specified on individual orders) .

ASC/YWP
2300 D STREET
WRIGHT-PATTERSON AFB, OH 45433-7249

(2) For shipments involving Military Assistance Program (MAP), Grant Aid (GA), or Foreign Military Sales (FMS) requirements, an additional copy shall be sent to: (as specified on individual orders) .

DCMD-GYOI
BUILDING 30 AREA C
1725 VAN PATTON DRIVE
WRIGHT-PATTERSON AFB, OH 45433-5302

(3) Additional distribution of DD Forms 250 is to be made to the following address(es): (as specified on individual orders) or not applicable). Not Applicable.

(b) These special instructions shall be included in any subcontract hereunder where the items purchased from the subcontractor are to be shipped directly to the U.S. Government or to a foreign destination.

(c) If delivery of MAP, GA, or FMS items to foreign destinations is required, the copies of DD Forms 250 required by DFARS, Appendix F, Table 2, Material Inspection and Receiving Report, Special Distribution, shall be forwarded to the "ship to" address designated in the contract.

SECTION F - DELIVERIES OR PERFORMANCE

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
1101		1	U			10 Dec 2003
	<i>Noun:</i>	TRAINING DEVICE PRODUCTION				
	<i>ACRN:</i>	AA				
	<i>Sec. Class:</i>	U				
	<i>Descriptive Data:</i>	Acceptance will be accomplished by DD250.				
1102		1	U			ASREQ
	<i>Noun:</i>	TRAINING DEVICE PRODUCTION (INSTALLATION)				
	<i>ACRN:</i>	AA				
	<i>Sec. Class:</i>	U				
	<i>Descriptive Data:</i>	AS REQ is 6 weeks after notification. This means 6 weeks from the date the contractor is notified that the Government is ready for on-site installation, check-out, and demonstration.				
	Acceptance will be accomplished by DD250.					

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
1201		1	U			ASREQ
	<i>Noun:</i> BLOCK UPDATE PRODUCTION <i>ACRN:</i> AA <i>Sec. Class:</i> U <i>Descriptive Data:</i> Acceptance will be accomplished by DD250. As required is defined as 30 days after CLIN 1101.					
1202		1	U			ASREQ
	<i>Noun:</i> BLOCK UPDATE PRODUCTION (INSTALLATION) <i>ACRN:</i> AA <i>Sec. Class:</i> U <i>Descriptive Data:</i> As required is defined as 30 days after CLIN1201. Acceptance will be accomplished by DD250.					
2401		1	U			ASREQ
	<i>Noun:</i> ASSOCIATE CONTRACTOR AGREEMENT <i>ACRN:</i> AA <i>Sec. Class:</i> U <i>Descriptive Data:</i> ASREQ means that this CLIN shall be delivered at the same time as contract award by the Government.					
2601		1	U			10 Dec 2003
	<i>Noun:</i> INITIAL SPARES (INVESTMENT AND EXPENSE SPARES) <i>ACRN:</i> AA <i>Sec. Class:</i> U <i>Descriptive Data:</i> Acceptance will be accomplished by DD250.					
2701		1	U			ASREQ
	<i>Noun:</i> REPLENISHMENT SPARES <i>ACRN:</i> AA <i>Sec. Class:</i> U <i>Descriptive Data:</i> Acceptance will be accomplished by DD250.					

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
2900		1	U			ASREQ

Noun: SUPPORT EQUIPMENT PRODUCTION
ACRN: AA
Sec. Class: U
Descriptive Data:
 Acceptance will be accomplished by DD250.

3101		1	U			ASREQ
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Noun: HAF F-16 DATA
ACRN: AA
Sec. Class: U

SECTION G - CONTRACT ADMINISTRATION / PAYMENT DATA

ACRN	Appropriation/Lmt Subhead/Supplemental Accounting Data	Obligation Amount
AA		\$12,708,941.00
	9711 X8242 GR02 4FX 4720 CSNXGR 010710 00000 024000 503000 F03000	
	<i>Funding breakdown:</i>	
	On CLIN 0101: \$133,806.00	
	On CLIN 1101: \$10,861,974.00	
	On CLIN 1102: \$170,146.00	
	On CLIN 1201: \$609,036.00	
	On CLIN 1202: \$10,200.00	
	On CLIN 2401: \$325,293.00	
	On CLIN 2601: \$523,349.00	
	On CLIN 2701: \$75,137.00	
	On CLIN 2900: \$0.00	
	On CLIN 3101: \$0.00	
	<i>PR/MIPR:</i> GYWF0017200038 \$12,708,941.00	
	<i>Descriptive data:</i>	
	BASIC PR: \$11,682,900.00	
	AMENDMENT 001: 906,221.00	
	AMENDMENT 002: 119,820.00	
	\$12,708,941.00	

ACRN	Appropriation/Lmt Subhead/Supplemental Accounting Data	Obligation Amount
AB		\$174,850.00
	9711 X8242 GR02 4FX 4720 CSNXGR 010710 00000 025000 503000 F03000	
	<i>Funding breakdown:</i> On CLIN 1601: \$35,074.00	
	On CLIN 1602: \$139,776.00	
	<i>PR/MIPR:</i> GYWF0017200038 \$174,850.00	
	<i>Descriptive data:</i>	
	BASIC PR: \$174,850.00	

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H001 OPTIONS (MAY 1997)

The Government reserves the right to exercise the following option(s) subject to the stated conditions. In the event an option is exercised, the affected sections of the contract, e.g., Section B, Section F, Section G, etc., will be modified as appropriate.

CLINs: 3201 and 3202

H029 IMPLEMENTATION OF DISCLOSURE OF INFORMATION (OCT 1997)

In order to comply with DFARS 252.204-7000, Disclosure of Information, the following copies of the information to be released are required at least 45 days prior to the scheduled release date:

(a) 1 copy(ies) to: Office of Public Affairs, ASC/PA, 1865 4th STREET, ROOM 240, WPAFB, OH 45433-7129

(b) 1 copy(ies) to: Contracting Officer, ASC/YWPF, 2300 D STREET, WPAFB, OH 45433-7249

(c) 1 copy(ies) to: Program Manager, ASC/YWPF, 2300 D STREET, WPAFB, OH 45433-7249.

SECTION I - CONTRACT CLAUSES

FEDERAL ACQUISITION REGULATION CLAUSES

52.223-11 OZONE DEPLETING SUBSTANCES (JUN 1996)

Para (b), Ozone Depleting Substances are: NONE

52.232-32 PERFORMANCE BASED PAYMENTS (MAY 1997)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests. (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract, and approved requests shall be paid in accordance with the prompt payment period and provisions specified for contract financing payments by that clause. However, if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification, payment is not required, and the prompt payment period shall not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments. (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress, or (ii) unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

- (i) Parts, materials, inventories, and work in process;
- (ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;
- (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and
- (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

- (i) Delivered to, and accepted by, the Government under this contract; or
- (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights. (1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract, or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract, and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that--

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated ; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

52.243-07 NOTIFICATION OF CHANGES (APR 1984)

Para (b), Number of calendar days is '30'

Para (d), Number of calendar days is '60'

52.246-18 WARRANTY OF SUPPLIES OF A COMPLEX NATURE (APR 1984)

Para (b)(1) ZERO (0) TIME

Para (c)(3) NOT APPLICABLE

Para (c)(3) NOT APPLICABLE

Para (c)(3) NOT APPLICABLE

Para (c)(4) NOT APPLICABLE

Para (c)(4) NOT APPLICABLE

DEFENSE FAR SUPPLEMENT CLAUSES

252.217-7000 EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS (DEC 1991) - ALTERNATE I (DEC 1991)

Para (b), Greece

Para (b), CLINs 3201and 3202

252.243-7000 ENGINEERING CHANGE PROPOSALS (SEP 1999)

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the instructions of MIL-STD-973, in effect on the date of contract award.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a "not to exceed" price* or a "not less than" price* and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the "not to exceed" or "not less than" amounts**.

(c) When the price* of the engineering change is \$500,000 or more, the Contractor shall submit-

(1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and

(2) At the time of agreement on price*, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)

(a) Definitions. As used in this clause--

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT	
DESCRIPTION	LINE ITEMS	QUANTITY

TOTAL

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

5352.217-9010 ASSOCIATE CONTRACTOR AGREEMENTS (AFMC) (JUL 1997)

Para (a): Insert "HAF F-16 ATD"

Para (h): Offeror shall insert applicable contractors, addresses, programs and contracts
Lockheed Martin Aeronautics Company, Fort Worth
Lockheed Boulevard
Mail Zone 1653
Fort Worth, TX 76108
Supplies and services for the F-16 Trainer Flight Simulator Program

DOCUMENT	PGS	DATE	TITLE
EXHIBIT A	18	03 AUG 2001	DD FORM 1423 - EXHIBIT "A", CONTRACT DATA REQUIREMENTS LIST WITH GENERAL INSTRUCTIONS
EXHIBIT B	3	03 AUG 2001	DD FORM 1423 - EXHIBIT "B", CONTRACT DATA REQUIREMENTS LIST - ENGINEERING DATA
EXHIBIT C	32	03 AUG 2001	DD FORM 1423 - EXHIBIT "C", CONTRACT DATA REQUIREMENTS LIST - TECHNICAL MANUALS
ATTACHMENT 1	19	18 JUN 2001	STATEMENT OF WORK ENTITLED "HELLENIC AIR FORCE F-16 AIRCREW TRAINING DEVICE"
ATTACHMENT 2	201	14 AUG 2001	SYSTEM SPECIFICATION FOR THE PEACE XENIA III F-16C BLOCK 52+ ATD -- INCORPORATED BY REFERENCE
ATTACHMENT 3	16	14 AUG 2001	HAF F-16 ATD INTEGRATED MASTER PLAN
ATTACHMENT 4	6	26 JUL 2001	DD FORM 254 - CONTRACT SECURITY CLASSIFICATION
ATTACHMENT 5	1	15 FEB 2001	AFMC FORM 158 - PRESERVATION, PACKAGING AND PACKING REQUIREMENTS
ATTACHMENT 6	4	18 JUN 2001	PERFORMANCE BASED PAYMENT PLAN
ATTACHMENT 7	1	15 FEB 2001	GOVERNMENT FURNISHED PROPERTY
ATTACHMENT 8	4	15 FEB 2001	LIST OF SOFTWARE AND DATA